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IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,  
12 Plaintiff,  
13 v.  
14 YAN CHEN,  
15 Defendant.  
16

2:23-cr-00069-JAM

**STIPULATION AND PRELIMINARY  
ORDER OF FORFEITURE**

17  
18 The United States and defendant Yan Chen stipulate to the entry of a Preliminary Order of  
19 Forfeiture based on the Application of the United States, as set forth below:

20 1. On or about May 5, 2023, defendant Yan Chen entered a guilty plea to Count One of the  
21 Information, which charges her with Conspiracy to Commit Money Laundering in violation of 18 U.S.C.  
22 § 1956(h). As part of her plea agreement with the United States, defendant Yan Chen agreed to forfeit  
23 voluntarily and immediately \$1,152,963.00, as a personal money judgment pursuant to Fed. R. Crim. P.  
24 32.2(b)(1). *See* Defendant Chen's Plea Agreement ¶ II.G.

25 2. The parties have reached a resolution wherein two real properties owned or controlled by  
26 the defendant will be forfeited and sold to satisfy the \$1,152,963.00 money judgment. This real property  
27 forfeiture completely resolves the personal money judgment and reflects a reasonable compromise  
28 between the parties concerning the proceeds the defendant obtained as a result of violating 18 U.S.C. §

1 1956(h), to which she has pled guilty. The United States and defendant Yan Chen hereby apply for  
2 entry of a money judgment as follows:

3 3. Pursuant to 18 U.S.C. § 982(a)(1) and Fed. R. Crim. P. 32.2(b)(1), the Court shall impose  
4 a personal forfeiture money judgment against defendant Yan Chen in the amount of \$1,152,963.00.

5 4. The above-referenced personal forfeiture money judgment is imposed based on defendant  
6 Yan Chen's conviction for violating 18 U.S.C. § 1956(h) (Count One). To satisfy the \$1,152,963.00  
7 personal money judgment pursuant to Fed. R. Crim. P. 32.2(b)(1), the defendant agrees to forfeit to the  
8 United States voluntarily and immediately all her right, title, and interest to the following real properties:

9 a. The real property located at 7466 Villajoy Way, Sacramento, CA 95823, APN:  
10 049-0420-051-0000; and  
11 b. The real property located at 15160 E. Ave South, Llano, CA 93544, APN:  
12 3080-001-013.

13 5. The parties agree that defendant Yan Chen shall have six months from the entry of the  
14 Preliminary Order of Forfeiture to sell the above real properties and the government shall receive all of  
15 the net sale proceeds through each escrow. All right, title, and interest in said funds shall be substituted  
16 for the real properties and forfeited to the United States. Payment should be made in the form of a  
17 cashier's check made payable to the U.S. Marshals Service and sent to the U.S. Attorney's Office, Attn:  
18 Asset Forfeiture Unit, 501 I Street, Suite 10-100, Sacramento, CA 95814.

19 6. The parties agree that if defendant Yan Chen is unable to sell the real properties within  
20 six months from the entry of the Preliminary Order of Forfeiture, the sale of the real properties shall be  
21 handled by the U.S. Marshals Service in a commercially reasonable manner.

22 7. The U.S. Marshals Service shall have sole authority to select the means of sale,  
23 including sale by internet or through a licensed real estate broker, and shall have sole authority over the  
24 marketing and sale of the properties.

25 8. The net proceeds from the sale of the real properties will include all money realized  
26 from the sale of the real property, except for the following:

27 a. Real estate commissions;  
28 b. Amounts due to the holder of any valid lien recorded;  
c. Real estate property taxes which are due and owing;  
d. Insurance costs, if any;  
e. Title fees;

- 1 f. HOA fees, if any;
- 1 g. Escrow fees and expenses; and
- 2 h. County transfer taxes.

3 9. The net proceeds from the sale of the real properties shall be deposited in the Seized  
4 Asset Deposit Fund by the U.S. Marshals Service.

5 10. Each party to this Stipulation shall execute all documents and provide signatures  
6 necessary to close escrow, as required by the Title/Escrow Company.

7 11. Defendant Yan Chen shall maintain the real properties in the same condition and repair as  
8 existed on the date of signing this stipulation, normal wear and tear excepted, until his custody, control,  
9 and responsibility have ceased. The term "maintain" shall include, but is not limited to, keeping the  
10 property free of hazard and structural defects; keeping all heating, air conditioning, plumbing, electrical,  
11 gas, oil, or other power facilities in good working condition and repair; keeping the property clean and  
12 performing such necessary sanitation and waste removal; and keeping the property in good condition by  
13 providing ordinary and necessary items of routine maintenance.

14 12. Defendant Yan Chen shall maintain all insurance policies currently in effect with respect  
15 to the real properties, including hazard insurance to cover all buildings and other improvements that are  
16 now located on the property until the sale is completed. The insurance must cover loss or damage  
17 caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and liability  
18 to persons injured on said properties and for property damage to the real properties.

19 13. Except as specifically provided herein, defendant Yan Chen shall not convey, transfer,  
20 encumber, lien, or otherwise pledge the real properties without the prior, written approval of the United  
21 States.

22 14. All parties to this Stipulation hereby release the United States and its servants, agents,  
23 and employees from any and all liability arising out of or in any way connected with the forfeiture  
24 and/or sale of the real properties. This is a full and final release applying to all unknown and  
25 unanticipated injuries, and/or damages arising out of said forfeiture and/or sale, as well as to those now  
26 known or disclosed. The parties to this Stipulation waive the provisions of California Civil Code §  
27 1542, which provides:

28 A general release does not extend to claims which the creditor or releasing

1 party does not know or suspect to exist in his or her favor at the time of  
2 executing the release and that, if known by him or her, would have  
3 materially affected his or her settlement with the debtor or released party.

4  
5 15. The defendant waives oral pronouncement of forfeiture at the time of sentencing and any  
6 defects in such pronouncement that pertain to forfeiture and waives any defenses to forfeiture.

7  
8 16. All parties are to bear their own costs and attorneys' fees.

9  
10 Dated: 5/16/2025

11 MICHELE BECKWITH  
12 Acting United States Attorney

13 By: /s/ Kevin C. Khasigian  
14 KEVIN C. KHASIGIAN  
15 Assistant U.S. Attorney

16 Dated: 5/16/2025

17 /s/ Shawn Salehieh  
18 SHAWN SALEHIEH  
19 Attorney for Defendant  
20 Yan Chen

21 (Signature authorized by email)

## ORDER

For good cause shown, the Court hereby imposes a personal forfeiture money judgment against defendant Yan Chen in the amount of the **\$1,152,963.00**, which the United States and Defendant have agreed shall be resolved by forfeiting two real properties, described as follows:

1. The real property located at 7466 Villajoy Way, Sacramento, CA 95823, APN: 049-0420-051-0000; and
2. The real property located at 15160 E. Ave South, Llano, CA 93544, APN: 3080-001-013.

The real properties shall be disposed of as provided above in paragraphs 5 through 13. All parties shall bear their own costs and attorneys' fees.

IT IS SO ORDERED.

Dated: May 19, 2025

/s/ John A. Mendez

THE HONORABLE JOHN A. MENDEZ  
SENIOR UNITED STATES DISTRICT JUDGE